

Project Sponsor and Customer Agreement
Cleco Small Commercial Energy Efficiency Program

Please list each customer site.

This agreement is entered into on _____ (the "Effective Date") between the following parties:
(Date)

_____, _____, _____, _____, _____ (Customer)
(Street Address) (City) (State) (Zip) (Daytime phone #)

_____, _____, _____, _____, _____ (Project Sponsor)
(Street Address) (City) (State) (Zip) (Phone #)

_____, _____, _____, _____, _____ (Subcontractor – if applicable)
(Street Address) (City) (State) (Zip) (Phone #)

Project Name: _____ Project #: _____ Est. Start: ____ / ____ / ____ Est. Completion: ____ / ____ / ____

Project Location/Site (list all sites): _____

The parties hereto agree as follows:

1. Project Sponsor agrees to sell and install and Customer agrees to purchase the energy efficiency measures described in the Bill of Sale dated _____ (the "**Bill of Sale**") that will produce energy savings and/or peak demand savings that qualify through the Cleco Small Commercial Energy Efficiency Program, as described in the Program Manual that is available on Cleco's website.
2. Project Sponsor warrants that it will install all energy efficiency measures in a good and workmanlike manner consistent with Program standards and inform Customer of any adverse environmental or health effects associated with such measures.
3. Customer has received a list of equipment to be installed (quantity, model #s and efficiency ratings), as set forth in the Bill of Sale.
4. Project Sponsor will maintain, or will ensure subcontractor maintains, all insurance required to be carried under the Program Master Agreement.
5. If a subcontractor is used, subcontractor must sign where indicated below and, after completion of the installation of the measures, Project Sponsor shall provide Customer an "All Bills Paid" affidavit ensuring that no lien will be placed on Customer's property relating to the installation of measures pursuant to this Project Sponsor and Customer Agreement (this "Agreement").
6. Each of the undersigned acknowledges that (i) the Program Manual includes a complaint procedure through which Customer may report performance issues by Project Sponsor or subcontractor and (ii) Cleco, however, is under no obligation to resolve disputes between or among the undersigned.
7. Customer acknowledges that (i) Project Sponsor may receive an incentive for the energy and peak demand savings derived from Customer's energy efficiency improvements and that such incentive shall be paid for through a customer-funded program, and (ii) but for the Program and the incentives provided thereunder, the project would not have been completed or would have been completed with less efficient measures.
8. Customer acknowledges and agrees that no review, inspection, consideration, statement or acceptance by Cleco of or regarding Project Sponsor, subcontractor, the Project, the Project Site or the energy efficiency measures shall be construed or relied upon as a representation or warranty by Cleco, whether express or implied, regarding any matter whatsoever, including, without limitation, the economic or technical feasibility, capability, compatibility, safety or reliability of the Project, Project Site or the energy efficiency measures or the qualifications of Project Sponsor or subcontractor. Customer further acknowledges and agrees that (i) Cleco has

not made nor hereby makes any such representations or warranties and (ii) Customer is solely responsible for the selection of Project Sponsor and subcontractor.

9. Each of the undersigned acknowledges that Project Sponsor is an independent contractor and is not part of, nor endorsed by Cleco or the Louisiana Public Service Commission (the "Commission"), and that Project Sponsor is not authorized to make representations or incur obligations on behalf of Cleco or the Commission. Each of the undersigned further acknowledges that neither Cleco nor the Commission is a party to this Agreement and that the undersigned are solely responsible for performance hereunder.
10. Customer acknowledges that it is a non-residential system customer of Cleco with an average peak demand of 100kW or less. The Cleco account number(s) for this project is/are:_____.
11. Customer agrees, upon three (3) days' prior oral or written notice, to provide Cleco and the independent measurement and verification (EM&V) contractor with full and complete access to Customer's property for any purpose related to the project. The right of access will be subject to Customer's reasonable access requirements and, unless otherwise agreed, must occur within Customer's normal business hours.
12. Customer agrees to provide, and agrees that Project Sponsor or Cleco may provide (if applicable), the EM&V contractor and Cleco with Customer's utility bills, project documentation, contractor invoices, technical and cost information related to the project and consumption data. Customer further acknowledges and agrees that Project Sponsor may measure and report the project's energy and demand savings to Cleco and the EM&V contractor.
13. No energy efficiency service provider, manufacturer or other business involved in providing Customer's energy efficiency measures may ask or require Customer to waive performance warranties or make false claims of energy savings or reductions in energy costs.
14. If Customer is not the owner of the property on which the measures will be installed, Customer represents and warrants that (i) its execution and delivery of this Agreement does not violate any agreement between Customer and such property owner and (ii) it has notified such property owner of the measures to be installed pursuant to this Agreement and has received such property owner's written authorization to install such measures. Project Sponsor acknowledges that it has received a copy of such written authorization.
15. All provisions of the Program Manual that apply to Customer, Project Sponsor or subcontractor are hereby incorporated herein and made part hereof, and each party hereto agrees to be bound by and comply with such provisions that are applicable to such party.
16. **WITHOUT LIMITING PARAGRAPH 15 ABOVE, EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO BE BOUND BY THE APPLICABLE INDEMNIFICATION PROVISIONS CONTAINED IN EACH OF THE PROGRAM MANUAL AND THE PROGRAM MASTER AGREEMENT.**

Each of the parties hereto has caused this Agreement to be duly executed as of the Effective Date.

Customer	Project Sponsor	Subcontractor (if applicable)
Signature: _____	Signature: _____	Signature: _____
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____